

General Terms and Conditions of Sale



1. Applicability

- 1.1. These general terms and conditions of sale are binding when declared to be applicable in any quotation or order confirmation issued by Alpha Diagnostics Ltd.
- 1.2. Deviating or additional arrangements or conditions, especially also the customer's conditions of purchase, are applicable only if they have been explicitly agreed in writing.

2. Quotation and conclusion of contract

- 2.1. Quotations are binding when they contain a time limit for acceptance.
- 2.2. If an order is not placed on the basis of a binding quotation, or if an order deviates from the quotation, then the scope of delivery and performance is defined in the order confirmation.

3. Technical documents

- 3.1. Specifications in technical documents are only binding insofar as they have been expressly guaranteed.
- 3.2. The customer and Alpha Diagnostics Ltd reserve all rights to any technical documents which they have made available to the other contractual party. The receiving contractual party recognizes these rights and will not make the documents available to third parties in their entirety or in part, or use them for purposes other than those for which they were made available without the prior written permission of the other contractual party.

4. Regulations and provisions

- 4.1. The customer must inform Alpha Diagnostics Ltd of local legal, local authority and plant safety or other regulations related to delivery, commissioning or operation.

5. Retention of ownership

- 5.1. Alpha Diagnostics Ltd shall retain ownership of the entire delivery until Alpha Diagnostics Ltd has received complete payment in accordance with the contract. Upon conclusion of the contract, the customer shall authorize Alpha Diagnostics Ltd to enter retention of ownership in the official register and to fulfil all related formalities.

6. Price and payment terms

- 6.1. Unless otherwise agreed, prices are net ex works excluding packaging. Prices are subject to change without notice. All ancillary costs, e.g. for import, export, authorizations and authentications shall be borne by the customer.
- 6.2. Payments are to be made in freely available Swiss Francs in accordance with the agreed payment terms without deduction of discounts, expenses, taxes and fees of any type. Bank charges shall be borne by the customer.
- 6.3. If the customer does not meet the agreed payment date, the customer shall, from the agreed due date, pay interest at 4% above the respective discount rate of the Swiss National Bank. Alpha Diagnostics Ltd reserves the right to invoice expenses and further damages.

7. Delivery period

- 7.1. The delivery period shall begin as soon as the contract has been confirmed in writing, all formalities with the authorities such as import and payment approval permits have been obtained and the essential technical points have been clarified. The delivery period shall be considered to have been honored if, upon its expiry, the delivery has been completed at the factory and is ready for dispatch.
- 7.2. The delivery period shall be extended within reason and the customer shall not be entitled to compensation in terms of damages or dissolution of the contract due to delayed delivery:
 - a) if Alpha Diagnostics Ltd does not receive specifications on time which are required to carry out the order, or if the customer subsequently changes said specifications, thereby leading to a delay in the delivery;
 - b) if impediments should arise which are outside the influence of the affected party, such as for example war, revolution, major factory malfunctions, accidents, labor conflicts, delayed or faulty delivery

of the requisite raw materials, semi-finished or finished items, measures by the authorities, natural events. Both parties shall undertake to immediately notify the other party of the presence of such impediments.

8. Testing and acceptance of the delivery

- 8.1. Insofar as is normal, the delivery shall be tested by Alpha Diagnostics Ltd during manufacture. Should the customer require more extensive tests, these must be agreed in writing as part of the contract, e.g. conformance tests.
- 8.2. The customer shall be obliged to check the delivery within an appropriate period of time and immediately notify Alpha Diagnostics Ltd in writing of any deficiencies. Should the customer fail to do so, the delivery shall be deemed to be approved.

9. Passage of use and risk

- 9.1. Use and risk are passed to the customer upon departure of the delivery from the plant. If dispatch or transfer of the goods to the customer is delayed or made impossible for reasons for which Alpha Diagnostics Ltd is not responsible, the delivery shall be warehoused at the expense and risk of the customer.

10. Warranty

- 10.1. Alpha Diagnostics Ltd shall be obliged, upon written notification by the customer, to improve or replace within the warranty period and as quickly as possible at the discretion of Alpha Diagnostics Ltd all parts which are faulty or unusable as a result of poor quality material, faulty design or deficient manufacture. Replaced parts shall become the property of Alpha Diagnostics Ltd.
- 10.2. The warranty period shall be 24 months from receipt of the delivery.
- 10.3. The warranty does not include damage as a result of natural wear and tear, deficient maintenance, excessive load demands, inappropriate equipment, chemical or electrolytic influences, deficient construction and assembly work not carried out by Alpha Diagnostics Ltd or other causes for which Alpha Diagnostics Ltd is not responsible.
- 10.4. The warranty shall become void if, without the written permission of Alpha Diagnostics Ltd, the customer or a third party carry out changes or repairs to the delivery or if the customer does not immediately take every possible step to prevent even greater damage and Alpha Diagnostics Ltd can rectify the fault.
- 10.5. Alpha Diagnostics Ltd shall only assume the risk for third party devices within the scope of the warranty obligations of the sub-supplier.

11. Exclusion of further liability

- 11.1. These "General Terms and Conditions of Sale" represent the sum total of the customer's entitlements. All non-explicitly named entitlements to damages, reduction in purchase price, suspension of or withdrawal from the contract are excluded. In the event of loss of or damage to data carrier material, loss of data as a result of software or hardware deficiencies as well as for any other reasons, costs relating to re-procurement of lost data shall be borne by the customer. Under no circumstances shall the customer be entitled to compensation for damage which has not been caused to the delivery items themselves, such as namely loss of production, loss of use, loss of contracts, loss of prospective profits, nor for other indirect or direct damages. This disclaimer of liability does not apply to illegal intent or gross negligence on the part of Alpha Diagnostics Ltd, but it does apply to illegal intent or gross negligence on the part of supporting personnel.

12. Place of jurisdiction and applicable law

- 12.1. The place of jurisdiction is Reinach BL, Switzerland. However, Alpha Diagnostics Ltd shall also be entitled to call upon the jurisdiction applicable in the customer's country.
- 12.2. The legal relationship is subject to material Swiss law excluding the UN convention on the international purchase of goods.

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